

CITY OF PEORIA

District 1
THIS AGREEMENT, made this 11th day of September, 1962, by and between the STATE OF ARIZONA, acting by and through its STATE HIGHWAY ENGINEER, thereunto duly authorized, hereinafter designated STATE, and the Town of Peoria, acting by and through its MAYOR, thereunto duly authorized, hereinafter designated TOWN.

RECITALS: U.S 60 TC 83rd Ave signals

For the safety and protection of the traveling public, it is necessary and desirable that traffic signals be installed on the State Highway System at the intersection of State Route 60-70-89-93 and 83rd Avenue in the Town of Peoria, and

WHEREAS, the parties hereto for their mutual benefit desire to cooperate in the installation and maintenance of the said traffic signals each in the manner as hereinafter stated, and

WHEREAS, funds have been provided and set aside by the State under AFE 60500 to defray the State's share of the cost of the work, and the Town has verbally agreed, through its Mayor, to provide for its share of the work, and

WHEREAS, an estimate of the cost of the work is as follows:

State's Share	\$ 13,332.00
Town's Share	<u>4,000.00</u>
TOTAL Estimated Cost	\$ 17,332.00

and

WHEREAS, it is the desire of the parties hereto to proceed with the work and set out in writing their understandings and agreements pursuant to which the said work shall be performed, completed, paid for, and subsequently maintained.

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and the faithful performance thereof, the Town agrees:

1. To provide and set aside funds to defray the Town's share of the installation cost of the work.
2. To install in a good and workmanlike manner, and in accordance with the Arizona Highway Department Traffic Signal Installation Standards, General Specifications for Electric Traffic Signal and Highway Lighting Systems (1960), and Traffic Control Manual for Construction and Maintenance, incorporated herein by reference, and the plans designated Project Number Non F-022-2-502, which plans are made a part hereof and incorporated by reference, all electrical materials and apparatus necessary for a three-phase full-actuated traffic signal installation at the aforementioned intersection. Work shall include all necessary excavation, backfill, pavement and sidewalk replacement as necessary, concrete work, and painting of signal equipment as required and as specified in the above publications.
3. To return all unused materials to the State upon completion of the work.
4. That maintenance of the traffic signals shall be provided in accordance with the existing Maintenance Agreement between the Arizona Highway Department and the Town of Peoria.
5. To advise the State or its authorized agent by the most expedient means available of any malfunctioning of the traffic signals; notification shall include sufficient information for preliminary malfunction diagnosis by the State.
6. That any requests for modifications of traffic controls at this intersection shall be based on and supported by traffic studies.

ARTICLE II

IN CONSIDERATION of the covenants herein contained and the faithful performance thereof, the State agrees:

1. To furnish, as needed, all electrical materials, equipment, and apparatus necessary for installation of traffic signals at the subject intersection.
2. To deliver the materials, equipment, and apparatus to the site of the work, or to a satisfactory location designated by the Town.
3. To furnish and provide inspection during installation, and to be available for engineering consultation as may be required both during construction and in the maintenance of this intersection.
4. That maintenance of the traffic signals shall be performed in accordance with the existing Maintenance Agreement between the Arizona Highway Department and the Town of Peoria.

ARTICLE III

IN CONSIDERATION of the premises it is mutually agreed:

It is specifically understood and agreed that the State is bound by this agreement to furnish certain materials and apparatus as hereinbefore stated, and that the Town of Peoria, in the installation or maintenance of the traffic signals, and the work incidental thereto, shall use every precaution to safeguard the person and property of the traveling public and shall save harmless the State from all suits, actions, or claims of any character brought on account of any injury or damage sustained in consequence of any neglect in safeguarding the work.

IN WITNESS WHEREOF, the parties hereto have executed this
agreement the day and year first written above.

STATE OF ARIZONA

BY: J. R. VAN HORN
State Highway Engineer

Attest: Theresa M. McQuinn
Secretary
ARIZONA STATE HIGHWAY COMMISSION

BY: WM. N. PRICE
Deputy State Engineer

TOWN OF PEORIA

Attest: Ed Tucker
Town Clerk

BY: William L. Lagon
Mayor

APPROVED AS TO FORM
Robert B. Feltz
Assistant Attorney General
Attorney for Arizona Highway
Department